

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

FILED

APR 24 2006

WILLIAM B. GUTHRIE
Clerk, U.S. District Court
By
Deputy Clerk

SOUTHERN STAR, INC.,

Plaintiff

vs.

DISPUTE SOLUTIONS, INC.

Defendant

No. CIV-06-30-WH

PLAINTIFF'S AMENDED INITIAL DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1) Plaintiff Southern Star, Inc. ("Southern Star") hereby provides the following amended initial disclosures:

A. Persons Having Discoverable Information:

1. David Fields, 18647 Horse Pen Lane, Howe, Oklahoma, 74940, (918) 658-2078. David Fields is President of Southern Star. Mr. Fields was present for all or part of DSI's marketing presentation to Southern Star in Poteau, Oklahoma. He has knowledge of facts regarding Defendant's marketing of its dispute resolution services to Southern Star and other facts upon which Southern Star bases its claims against Defendant.

2. Jeremy Fields, 28674 ABM Drive, Poteau, Oklahoma, 74953, (918) 647-0463. Jeremy Fields is Vice President of Southern Star. Mr. Fields was present for all or part of DSI's marketing presentation to Southern Star in Poteau, Oklahoma. He has knowledge regarding the Defendant's marketing of its dispute resolution services to Southern Star as well as other facts upon which Southern Star bases its claims in this matter.

3. Wendy Davis, 113 Patrick Lane, Poteau, Oklahoma, 74953, (918) 647-3843. Wendy Davis is the Human Resources Director for Southern Star. She has knowledge of facts

relative to Southern Star's effort to implement the dispute resolution services made the subject of this matter as well as other facts upon which Southern Star bases its claims.

4. Kelly C. Dykes, 102 N. Shiloh Rd., Suite 300, Garland, Texas, 75042, (972) 485-5905. Kelly C. Dykes signed the "Contract for Services" made the subject of this matter as President of Defendant.

B. Documents Plaintiff May Use to Support Its Claims:

1. "Contract For Services" executed in or about June, 2002.
2. Southern Star, Inc. Dispute Resolution Plan and related documents.
3. Filings in and other documents relating to *Juan Soto, et al. v. Enterprise Leasing Company of Houston, Inc., et al.*, 408th Judicial District Court, Bexar County, Texas, Case No. 2004-CI-02496.

Copies of these documents are in Plaintiff's possession, custody or control. Their specific location is either the offices of Southern Star or offices of counsel for Southern Star.

C. Computation of Damages

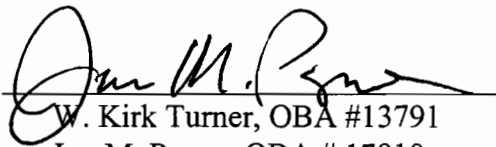
One measure of Plaintiff's damages is the difference in what Defendant represented as the maximum litigation exposure (\$74,000) and the amount actually paid by or for Plaintiff in the *Soto* litigation (in excess of \$1,950,000) which amount exceeds \$1,850,000. Another form of damages to Plaintiff is the amount equal to what Plaintiff paid to Defendant for the defective dispute resolution services plus interest. Without considering interest, that amount is \$34,600, plus costs incurred in litigating Southern Star's claims in this matter.

D. Insurance Agreements

Southern Star is not aware of any applicable insurance agreements.

Respectfully submitted,

**NEWTON, O'CONNOR, TURNER & KETCHUM
A PROFESSIONAL CORPORATION**

By: 

W. Kirk Turner, OBA #13791

Jon M. Payne, OBA # 17910

2700 Bank of America Center

15 West 6th Street

Tulsa, Oklahoma 74119-5423

(918) 587-0101

(918) 587-0102 - facsimile

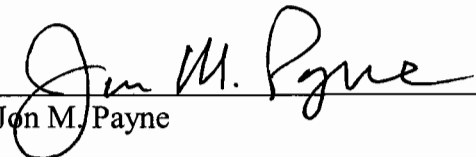
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

This is to certify that on this 21th day of April, 2006, I mailed a true and correct copy of the above and foregoing **Plaintiff's Amended Initial Disclosures**, postage prepaid thereon, to:

Curtis Lewis Marsh, Esq.
900 Jackson Street, Ste. 370
Dallas, Texas 75202

James W. Wilcoxon, Esq.
Wilcoxon & Wilcoxon
P.O. Box 357
Muskogee, Oklahoma 74402-0357


Jon M. Payne